

### **REMARKS**

This amendment is responsive to the Office Action of June 12, 2007. Reexamination and reconsideration of the application are respectfully requested.

#### **The Office Action**

**Claims 1–10 and 12–14** stand withdrawn as being drawn to a non-elected embodiment.

**Claims 11 and 15–30** stand rejected under 35 USC §103(a) as being unpatentable over Moffitt et al. (US Patent No. 6,896,339) in view of Eberling (US Patent No. 6,322,159).

#### **Withdrawn Claims**

**Claims 1–10 and 12–14** have been withdrawn in this amendment as being drawn to a non-elected embodiment. **Claim 27**, which depends from **claim 1**, is also withdrawn.

#### **The Claims of the Present Application Distinguish Over the Cited References**

**Claim 15** recites a remote module including a first electro-pneumatic valve unit controlling the supply and exhaust of pressurized air to/from the parking and emergency brakes of the tractor portion for applying and releasing the parking and emergency brakes of the tractor portion. The remote module also includes a second electro-pneumatic valve unit controlling the supply and exhaust of pressurized air to/from the parking and emergency brakes of the trailer portion, for applying the releasing the parking and emergency brakes of the trailer portion. **Claim 15** also recites a tractor protection module, in pneumatic communication with the remote module, including a means for controlling the parking and emergency brakes on the trailer and a means for preventing the delivery of pneumatic pressure to the trailer.

The Examiner points to valves 102, 104 in Moffitt et al. ("Moffitt") as controlling a latching valve 100. The latching valve 100 physically moves between an open state (Figure 1) and a closed state (Figure 2) in response to signals from the valves 102, 104. In the open state, air is exhausted from brake cylinder 116. In the closed state, the brake cylinder 116 is connected with point 126 and reservoir 130 is fluidly connected to pilot 112. While in the closed state, the valve 100 prevents air flow from the brake cylinder 116 to atmosphere, and air pressure from the reservoir 130 is provided to pilot 112 to hold the valve 100 in the closed state. See col. 3, ll. 33–60 of Moffitt. Moffitt fails to disclose or suggest an electro-pneumatic valve unit controlling the supply and exhaust of pressurized air to/from the parking and emergency brakes of the tractor (trailer) portion for applying and releasing the parking and emergency brakes of the tractor (trailer) portion, as recited in **claim 15**.

Moffitt also fails to disclose or suggest a tractor protection module, in pneumatic communication with the remote module, including a means for controlling the parking and emergency brakes on the trailer and a means for preventing the delivery of pneumatic pressure to the trailer, as recited in **claim 15**.

Eberling was merely cited as disclosing a latching electronic control system in a pneumatic brake system to prevent inadvertent engagement of the parking brake.

Neither Moffitt nor Eberling discloses or suggests an electro-pneumatic valve unit controlling the supply and exhaust of pressurized air to/from the parking and emergency brakes of the tractor (trailer) portion for applying and releasing the parking and emergency brakes of the tractor (trailer) portion, as recited in **claim 15**. Furthermore, neither Moffitt nor Eberling discloses or suggests a tractor protection module, in pneumatic communication with the remote module, including a means for controlling the parking and emergency brakes on the trailer and a means for preventing the delivery of pneumatic pressure to the trailer, as recited in **claim 15**. Therefore, **claim 15** and

**claims 16–26**, which depend therefrom, are patentable over the combination of Moffitt and Eberling.

**Claim 28** recites supplying pressurized supply air to a third valve in pneumatic communication with first and second valves. The third valve is opened in response to control air received from the first valve and closed in response to control air received from the second valve. **Claim 28** also recites controlling the delivery of pressurized supply air to pneumatic brakes, wherein the brakes are in pneumatic communication with the third valve, and wherein pressurized supply air received from the third valve releases the brakes, and wherein pressurized air exhausted from the third valve applies the brakes.

As discussed above, Moffitt fails to disclose or suggest a third valve, opened in response to control air received from a first valve and closed in response to control air received from a second valve, and controlling the delivery of pressurized supply air to pneumatic brakes, wherein the brakes are in pneumatic communication with the third valve, and wherein pressurized supply air received from the third valve releases the brakes, and wherein pressurized air exhausted from the third valve applies the brakes, as recited in **claim 28**. Eberling also fails to disclose or suggest the features recited in **claim 28** lacking in Moffitt. Therefore, **claim 28** and **claims 29 and 30**, which depend therefrom, are patentable over Moffitt and Eberling.

**Claim 11** recites a means for delivering pressurized supply air through a third valve when open and into the spring brake for releasing the spring brake. As discussed above, neither Moffitt nor Eberling discloses or suggests a means for delivering pressurized supply air through a third valve when open and into the spring brake for releasing the spring brake, as recited in **claim 11**. Therefore, **claim 11** is patentable over the combination of Moffitt and Eberling.

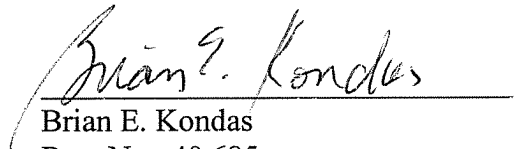
**CONCLUSION**

For the foregoing reasons, it is submitted that the claims of the present application are in condition for allowance. Early notice thereof is respectfully requested.

It is believed that there is no fee associated with the filing and consideration of this amendment. Should the Commissioner decide that any fee or fee deficiency is due, the Commissioner is hereby authorized to charge any and all such fees, and/or credit any overpayments, incurred as a result of entering this amendment to Deposit Account No. 03-0172.

Respectfully submitted,

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